## UNITED STATES BANKRUPTCY COURT

Eastern District of Michigan, Detroit Division In re CHARLOTTE KICZKA Case No.10-69503 Debtor Chapter 13 **Notice of Mortgage Payment Change** If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1. Name of creditor: CitiMortgage, Inc. Court claim no. (if known): 3 Date of payment change: Last four digits of any number Must be at least 21 days after date of 06/01/13 3377 you use to identify the debtor's this notice mm/dd/yyyy account: New total payment: 283.81 Principal, interest, and escrow, if any Part 1: Escrow Account Payment Adjustment Will there be a change in the debtor's escrow account payment? No X Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: 46.18 43.52 **Current escrow payment: \$** New escrow payment: \$ Part 2: Mortgage Payment Adjustment Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note? X No Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: **Current interest rate:** New interest rate: Current principal and interest payment: \$ New principal and interest payment: \$ Part 3: Other Payment Change Will there be a change in the debtor's mortgage payment for a reason not listed above? **X** No Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.) Reason for change: Current mortgage payment: \$ New mortgage payment: \$ \_\_

B 10S1 (Supplement 1) (12/11)

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Part 4: Sign Here					
The person completing this Notice must sign it. Sign and print your name and y if different from the notice address listed on the proof of claim to which this Sup					
Check the appropriate box.					
I am the creditor. X I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)					
I declare under penalty of perjury that the information provided in this Notice is and reasonable belief.	s true and correct to the best of my knowledge, information,				
X /s/ Pamela R. Shubitowski	Date <u>5,/10/2013</u>				
Signature	<u></u>				
Print: Pamela Rose Shubitowski	Title Authorized Representative				
First Name Middle Name Last Name					
Company CitiMortgage, Inc.					
Address PO Box 6030					
Number Street					
Sioux Falls, SD 57117-6030					
City	State Zip Code				
Contact phone <u>(866)613-5636</u>	Email <u>Citi_Poc@citi.com</u>				

## **POWER OF ATTORNEY**

CitiMortgage, Inc. ("CMI"), a New York corporation with offices located in St. Louis, Missouri, hereby constitutes and appoints Pamela R. Shubitowski of Tower Legal Solutions, a New York corporation with offices located in New York, New York, its true and lawful Attorney-In-Fact to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the creation and filing of payment change notices on behalf of CMI under Federal Rule of Bankruptcy Procedure 3002.1 with any and all United States Bankruptcy Courts for certain loans (the "Loans"). These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, and other forms of Security Instruments and the Notes secured thereby, whether held in the undersigned's portfolio or sold to private, public or agency investors (the "Investors"). If owned by Investors, the Loans may be in the undersigned's name solely for the purpose of allowing the undersigned to perform its servicing obligations on behalf of such Investors.

The undersigned gives to said Attorney-in-Fact full power and authority to do and perform all and every act and thing and whatsoever is necessary and proper to be done by authority hereof as fully, for all intents and purposes, as it, the undersigned, might or could do and hereby ratifying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

IN WITNESS WHEREOF, CitiMortgage, Inc. has caused these presents to be signed by its Senior Vice President, Director Bankruptcy and be impressed with its corporate seal, on this day of November, 2012, at the corporation's office in Irving, Texas, United States of America.

Les Uble

Jill Wede

Vice President, Operations Manager

6400 Las Colinas Blvd Irving, Texas 75063 CitiMortgage, Inc.

Tanya Ries

Senior Vice President, Director Bankruptcy

6400 Las Colinas Blvd Irving, Texas 75063

State of Texas

Dallas County

On this Aday of November, 2012 before me personally came Tanya Ries to me known, who, being by me duly sworn, did depose and say that she is a Senior Vice President of CitiMortgage, Inc., the corporation described in and which executed the above instrument and Jill Wede to me known, who, being duly sworn, did depose and say that she is an Vice President of CitiMortgage, Inc., the corporation described in and which executed he above instrument; and that they signed there names thereto by authority of the Board of Directors of said associations.

Notary Public

BRANDIE A SINOR My Commission Expires October 3, 2015



# U.S. Bankruptcy Court Eastern District of Michigan (Detroit)

Debtor: Charlotte Kiczka Case# 10-69503

### **CERTIFICATE OF SERVICE**

I hereby certify that on May 10, 2013, I served a copy of this Notice and all attachments on the following by U.S. Mail, postage prepaid:

Debtor: Charlotte Kiczka

26897 Parkington Street, Unit 10A

Roseville, MI 48066-3332

I hereby certify that on May 10, 2013, I served a copy of this Notice and all attachments on the following by Electronic Notification:

Trustee: Krispen S. Carroll

719 Griswold

1100 Dime Building Detroit, MI 48226

Debtor's Counsel: **Jesse R. Sweeney** 

30555 Southfield

Suite 400

Southfield, MI 48076

/S/Pamela R. Shubitowski
Authorized Representative

P.O. Box 6243 Sioux Falls, SD 57117-6243 Customer Service 1-800-283-7918\* TTY Services available: Dial 711 from the United States; Dial 1-866-280-2050 from Puerto Rico

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4-671-74799-000016-001-1-000-000-000-000 CK KRISPEN S CARROLL 719 GRISWOLD ST, 1100 DIME BUILDING DETROIT MI 48226-

## **Escrow Account Disclosure Statement**

#### REPRESENTATION OF PRINTED DOCUMENT

#### **Annual Escrow Analysis**

Account Number: Analysis Date:

April 19, 2013

CASE#: 10-69503 CHARLOTTE KICZKA

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE NOTIFY US AND PROVIDE THIS CORRESPONDENCE TO YOUR ATTORNEY.

## Mortgage Payment

New Monthly Payment Amount:

\$283.81

New Payment Effective:

June 01, 2013

**CURRENT PAYMENT** NEW PAYMENT PRINCIPAL/INTEREST MONTHLY ESCROW PAYMENT TOTAL PAYMENT 286.47 283.81

 Your new monthly escrow payment represents 1/12th of your projected annual escrow disbursements

 If your payment is issued by a third party, or if you make your payments through a bill pay service, please take the appropriate action to ensure that the new amount is updated with the service provider.

### Projections for the coming Year

Please keep this statement for reference next year.

MONTH	PAYMENTS TO ESCROW ACCT	PAYMENTS FROM ESCROW ACCT	DESCRIPTION	PROJECTED BALANCE	REQUIRED BALANCE	
Starting Ba JUN 13 JUL 13 AUG 13 SEP 13 OCT 13 NOV 13 DEC 13 JAN 14 FEB 14 MAR 14 APR 14 APR 14 MAY 14	lance: (Activity 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52 43.52	Assumed through N .00 .00 .00 .00 .00 .00 .00 .00 .00 .	ay, 2013) CITY/TOWN TAX CITY/TOWN TAX	\$1,454.95 1,498.47 1,541.99 1,239.87 1,283.39 1,326.91 1,370.43 1,237.38 1,280.90 1,324.42 1,367.94 1,411.46	\$304.61 348.13 391.65 89.53 133.05 176.57 220.09 (a) 87.04 130.56 174.08 217.60 261.12 304.64	(b)

TOTALS: \$522.24 \$522.21

Mortgage Insurance, if any, is not included in the required low point calculation.

#### Determining Your Escrow Shortage/Surplus

PROJECTED LOW-POINT:

671-2248-0111F

1.237.38 (a)

87.04 (b)

REQUIRED LOW-POINT (Cushion):

TOTAL ESCROW SURPLUS: 1.150.34 Under Federal Law, your surplus will be returned to you via a check. If your Projected Low-Point (a) is:

- Less than your Required Low-Point (b), you have a shortage.
- Greater than your Required Low-Point (b), you have a surplus • Equal to your Required Low-Point (b), the above does not apply

Please be advised your surplus has been forwarded to the bankruptcy trustee. Please contact the trustee or your bankruptcy attorney with any questions regarding the check.

# Check prints on live document

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## **Escrow Account Disclosure Statement**

#### REPRESENTATION OF PRINTED DOCUMENT

Account Number: Analysis Date: Annual Escrow Analysis

April 19, 2013

			Account History	
Please note the increases/decreases that may have	ITEM	ACTUAL PAYMENTS	PROJECTED PAYMENTS	INCREASE/ DECREASE
occurred from the projections. This has impacted the shortage/surplus in this analysis reflected on the front side of this statement.	COMBINED TAXES	522.21	554.21	-32.00

This is a statement of actual activity in your escrow account from April 1, 2012 through April 19, 2013. This section provides last year's projections and compares it with actual activity.

Your most recent monthly mortgage payment during the past year was \$286.47 of which \$240.29 was for principal and interest and \$46.18 was credited to your escrow account.

MONTH	ACTUAL PAYMENTS TO ESCROW ACCOUNT	PROJECTED PAYMENTS TO ESCROW ACCOUNT	ACTUAL PAYMENTS FROM ESCROW ACCOUNT	PROJECTED PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ACTUAL ESCROW RUNNING BALANCE	PROJECTED ESCROW RUNNING BALANCE
Starting Ba	alance:					\$1,262.46	\$1,492.49
APR 12	92.64	46.32 *	.00	.00		1,355.10	1,538.81
MAY 12	.00	46.32 *	.00	.00		1,355.10	1,585.13
JUN 12	46.32	46.18	.00	.00		1,401.42	1,632.88
JUL 12	92.64	46.18 *	.00	.00		1,494.06	1,679.06
AUG 12	46.32	46.18	345.64	362.51 *	CITY/TOWN TAX	1,194.74	1,362.73
SEP 12	92.50	46.18 *	.00	.00		1,287.24	1,408.91
OCT 12	348.42-	46.18 *	.00	.00	ESCROW ADJUSTMENT	938.82	1,455.09
NOV 12	184.72	46.18 *	.00	.00		1,123.54	1,501.27
DEC 12	46.18	46.18	176.57	191.70 *	CITY/TOWN TAX	993.15	1,355.75
JAN 13	46.18	46.18	.00	.00		1,039.33	1,401.93
FEB 13	230.90	46.18 *	.00	.00		1,270.23	1,448.11
MAR 13	92.36	46.18 *	.00	.00		1,362.59	1,494.29
APR 13	46.18	46.18	1,150.34	.00 *	ESCROW REFUND	258.43	1,540.47
Totals:	\$668.52	\$600.62	\$1 672 55	\$554 21		•	<u> </u>

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount. Payment differences of \$2.00 or less will not be marked with an asterisk.

Under Federal Law, your lowest monthly balance should not have exceeded \$92.36 which is 1/6 of anticipated payments unless your mortgage contract or state law specifies a lower amount. Under your mortgage contract or state law, your lowest monthly balance should not have exceeded \$92.36.

671-2249-0111B

CitiMortgage may charge interest on funds advanced to pay your escrow items. If you do not repay the escrow advance within 60 days (of the Escrow Analysis Statement date above) interest will be charged on the outstanding advance amount. The rate of interest on the advance will be the Note rate applicable to your first mortgage loan. The monthly interest accrual will appear on your monthly Mortgage Statement.

INTERNET REPRINT